



Bandwidth.com Phonebooth OnDemand

Service Agreement Terms & Conditions

This Service Agreement (the “Agreement”) is between Bandwidth.com, Inc. (“Bandwidth.com” or “Provider”) and the Customer. The Services provided are based on the Terms and Conditions contained herein and are subject to change with updated versions of this document available for viewing and download on <http://www.bandwidth.com/content/legal>. Updated versions of this document will take effect upon posting of the updated version, with updated versions identified with the date, month and year they become effective. Customer should therefore check the site regularly for updated versions. Customer accepts this Agreement and all Terms and Conditions, as acknowledged by signature on the relevant Service Order Form (“SOF”), and agrees to be bound by them.

DEFINITIONS:

“911 Services” means functionality that allows end users to contact emergency services by dialing the digits 9-1-1.

“ANI” means Automatic Number Identification.

“Basic 911 Service” means the ability to route an emergency call to the designated entity authorized to receive such calls serving the Customer’s Registered Address. With Basic 911, the emergency operator answering the phone will not have access to the caller’s telephone number or address information unless the caller provides such information verbally during the emergency call.

“DID/DOD” means a telephone number assigned by Bandwidth.com to Customer (or that Customer ports to Bandwidth.com) for use by Customer in conjunction with Bandwidth.com Phonebooth OnDemand Service.

“Directory Listings” (or “411”) means the listing of a Subscriber’s telephone number in the ILEC directory for a Market.

“Enhanced 911 Services (“E911”)” means the ability to route an emergency call to the designated entity authorized to receive such calls, which in many cases is a Public Safety Answering Point (“PSAP”), serving the Customer’s Registered Address and to deliver the Subscriber’s telephone number and Registered Address information automatically to the emergency operator answering the call.

“ELS” means an Enhanced Local Service DID type; ELS DIDs require a Registered Address and provide two way calling capabilities, an LCA, and additional features such as 911 and directory services listings.

“Hosted” means telephony features provided by Phonebooth OnDemand which are delivered via the Internet by Bandwidth.com servers

“International” means anywhere outside of the 48 contiguous United States, including Alaska and Hawaii.

“IP” means Internet Protocol.

“LCA” means “Local Calling Area” which is a geographical local calling area (determined by the applicable ILEC) containing one or more Rate Centers.

“LNP” means Local Number Portability.

“Local” means inbound and/or outbound calls within an LCA.

“NADP” means the North American Dialing (or Numbering) Plan.

“NPA” means the area code of a telephone number.

“NPA/NXX” means the area code and exchange, as designated by the NADP, of a telephone number.

“Operator and Directory Assistance” means live or automated operator assistance for the placement of Subscriber calls, listing services and/or related information.

“Phone System” means any and all hardware and/or software which Customer uses to place or receive telephone calls.

“PSTN” means the public switched telephone network.

“Rate Center” means a geographic area (determined by the applicable ILEC) within a LCA or Market that is associated with one or more specific NPA/NXX codes.

“Registered Address” means the address provided by Customer in either written format on; (i) appropriate Bandwidth.com order forms, (ii) entered into appropriate Bandwidth.com portals or, (iii) other written communication by Customer to Customer’s Bandwidth.com sales or post-sales support representative that represents the physical location from which Bandwidth.com’s Phonebooth OnDemand Service and TNs/DIDs associated with this service will be used. Customer has the sole responsibility for providing to Bandwidth.com, and ensuring acceptance by Bandwidth.com, the Registered Address for each physical location from which a TN/DID will be used by Customer.

“RBOC” means Regional Bell Operating Company

“Seat” is defined as a SIP endpoint (device) that receives dial tone.

“Service Address” means the Customer address of record as contracted or otherwise provided to, and accepted by, Bandwidth.com as the Registered Address as defined in the Agreement.

“SIP” is the signaling protocol used between VoIP networks to establish, control and terminate voice calls.

“Subscriber” means an individual, end-user or telephone device assigned a DID/DOD.

“TN” means a telephone number assigned by Bandwidth.com to Customer (or that Customer ports to Bandwidth.com) for use by Customer in conjunction with Bandwidth.com Phonebooth OnDemand Service.

“Toll Free Number” or “TFN” means a telephone number that supports NADP for inbound Toll Free service (may include but is not limited to NPAs 800, 866, 877) and is assigned by Bandwidth.com to Customer (or that Customer ports to Bandwidth.com) for use by Customer in conjunction with Bandwidth.com Phonebooth OnDemand Service.

“U.S. Domestic” means the 48 contiguous United States (meaning excluding Alaska and Hawaii).

“Usage” means call traffic measured in units, usually in minutes or seconds.

“VoIP” means Voice over IP.

1. Services Provided. Provided that Customer is not in default of its obligations stated herein, Bandwidth.com shall provide Customer with the Service(s) ordered on the Bandwidth.com Service Order Form, which Service Order Form is incorporated herein by reference, for the Service Term as defined below. If Customer has purchased or leased Equipment from Bandwidth.com or its certified third party leasing company, then; (a) if Customer installation is required, then the Customer must install Equipment in accordance with instructions provided by Bandwidth.com (or its third party vendor), and, (b) Bandwidth.com Equipment must be used solely for the purpose of Service utilization. Customer is solely responsible to obtain, use and operate any Phone System and/or equipment not provided by Bandwidth.com that may be used in association with the Service.

2. Service Description. Phonebooth OnDemand is a VoIP (Voice over Internet Protocol) hosted phone service, which provides: (a) Voice over IP with included US Domestic (local, intrastate and interstate) and Canada calling with specific Usage Thresholds as described in the Additional Charges Section of these under the terms of this Agreement; (b) international calling at per minute rates published at www.bandwidth.com/content/legal. (c) regular and advanced call features, (d) other advanced features or premium features which Bandwidth.com, in its sole discretion, may add from time to time. Premium features may cause Customer to incur additional charges, and will be offered on an “opt in” basis in such cases.

The service will route between a Customer’s IP address and either the PSTN or another IP address, with Bandwidth.com delivering traffic to the Customer’s location via an internet protocol connection using Session Initiation Protocol (“SIP”) signaling. Phonebooth OnDemand Service may also include E911/911 services, 411, Operator services, inbound caller ID, caller location or white page listing. These services require Customer to provide their own legitimate service address. Only Enhanced Local Service (“ELS”) DIDs or Toll-Free DIDs provided by Bandwidth.com or ported to the Bandwidth.com network can be used in conjunction with this service.

PHONEBOOTH ONDEMAND SERVICE IS A BUSINESS SERVICE PROVIDED FOR USE WITH A PHONE SYSTEM AND IS DESIGNED AND OFFERED EXCLUSIVELY FOR SMALL TO MEDIUM SIZED BUSINESS USE. PHONEBOOTH ONDEMAND SERVICE MAY BE USED ONLY FOR LAWFUL, PROPER AND APPROPRIATE PURPOSES AND MAY NOT BE USED IN ANY

WAY THAT IS ILLEGAL, IMPROPER OR INAPPROPRIATE, OR OTHERWISE FAILS TO CONFORM TO THE ACCEPTABLE USE POLICY POSTED AT WWW.BANDWIDTH.COM/CONTENT/LEGAL. INAPPROPRIATE AND PROHIBITED USE RESTRICTIONS INCLUDE, BUT ARE NOT LIMITED TO: RESALE OR TRANSFER; AUTO-DIALING; CONTINUOUS OR EXTENSIVE CALL FORWARDING; CONTINUOUS CONNECTIVITY; FAX BROADCAST/BLASTING; TELEMARKETING; PREDICTIVE DIALING; OR ANY OTHER USE OR ACTIVITY THAT IS INCONSISTENT WITH NORMAL SMALL TO MEDIUM SIZED BUSINESS USAGE. BANDWIDTH.COM RESERVES THE RIGHT TO MEASURE FOR APPROPRIATE USE AND AT ITS SOLE DISCRETION MAY DETERMINE THAT THE SERVICE HAS BEEN SUBJECT TO INAPPROPRIATE USE. IN THE EVENT INAPPROPRIATE USE IS DETERMINED, BANDWIDTH.COM MAY REQUEST THE CUSTOMER CHANGE OR MODIFY THE SERVICE USE AND/OR SERVICE PLAN. ADDITIONALLY, BANDWIDTH.COM RESERVES THE RIGHT TO IMMEDIATELY TERMINATE SERVICE AND, IN ADDITION TO ANY AND ALL OTHER APPLICABLE CHARGES UNDER THIS AGREEMENT, CHARGE A MINIMUM INAPPROPRIATE USE FEE OF \$500 AND/OR CHARGE \$0.05 PER MINUTE FOR ALL CALLS MADE DURING SUCH PERIODS OF PROHIBITED USE (PLUS APPLICABLE INTERNATIONAL CHARGES), WHICHEVER IS HIGHER, AS WELL AS, ALL APPLICABLE TERMINATION FEES DESCRIBED IN THE TERMINATION SECTION UNDER THE TERMS OF THIS AGREEMENT.

3. Service Availability. The Service is available throughout the Service Term, except in the case of scheduled maintenance of the Bandwidth.com network and/or its underlying carrier's network. Bandwidth.com will use commercially reasonable efforts to provide prior notification via electronic mail ("email") to Customer regarding any scheduled maintenance of Service. Bandwidth.com may interrupt its provision of Service for unscheduled emergency maintenance without notice to Customer.

4. Porting Numbers. Bandwidth.com will require a completed and signed Letter of Authorization ("LOA") for any existing telephone numbers the Customer wishes to port from another carrier to Bandwidth.com. In addition, Bandwidth.com will require a recent copy of the Customer's current phone bill which contains the Customer's Billing Telephone Number ("BTN") as well as a record of any numbers that need to be ported. Necessary LOA(s) and Bill Copy(s) must be received by Bandwidth.com before Bandwidth.com will initiate a port request and obtain a Confirmed Port Date (or Firm Order Commitment or "FOC" date). The Confirmed Port Date is the date upon which the Customer's current voice provider has agreed to port a number(s) to Bandwidth.com. The Confirmed Port Date interval may in some cases take as long as two (2) to four (4) business weeks after the port request is initiated; since the port interval is a product of the accuracy of the information provided to Bandwidth.com by the Customer, as well as the processing speed of the Customer's current voice provider, Bandwidth.com makes no guarantees about how soon a Customer's number can be ported.

5. Service Activation Date and Service Activation Appointment. The Service Activation Date will be used for the purpose of determining the start of the Customer's Service Term and Billing. The Service Activation Date shall be two (2) business days after Service is deemed ready for activation by Bandwidth.com, or the date any portion of the Service is actually used by Customer, whichever comes first. Bandwidth.com will work with the Customer to establish an Activation Date upon which their Service(s) will be activated. This date will be based on Service availability and/or Customer's requested date, as well as the Confirmed Port Date (if applicable). In the event a Confirmed Port Date is scheduled, and Customer wishes to change the requested Service Activation Date, Customer must communicate, in writing, the new requested date to their Installation Specialist no later than two (2) business days prior than the scheduled Service Activation Date. Such date changes requested by Customer will be met by Bandwidth.com on a best effort basis, and change fees may apply.

Bandwidth.com will attempt to arrange a Service Activation Appointment with the Customer on the Service Activation Date whereby a Bandwidth.com Installation Specialist will contact the Customer to provide relevant information about features and functionality, and to facilitate test calls. Such test calls may consist of outbound and inbound calls between the Customer site and Bandwidth.com.

Bandwidth.com takes on no responsibility for installation or configuration of non Bandwidth.com provided equipment or Customer phone system, or any responsibility related to connecting a Customer's phone system to any Bandwidth.com provided equipment. Customer or Customer's phone system vendor or other service provider will be responsible for implementing any such connection and any related phone system configuration. Any charges incurred by the Customer in relation to the utilization and activation of Customer's phone system with the Bandwidth.com Service shall be the sole responsibility of the Customer.

The Service Activation Date shall be the date when Services are delivered and as confirmed by a Bandwidth.com confirmation email sent to the Customer. The Service Activation Date shall equal the first date of billing for the services delivered. Bandwidth.com has sole discretion in determining the Service Activation Date regardless of whether Customer has participated in a Service Activation Appointment, completed all necessary steps beyond the Bandwidth.com Point of Demarcation as referenced below, or if all numbers have ported.

6. Service Agreement Term and Service Term. The initial Service Agreement Term shall be at least one (1) year and up to three (3) years from the Effective Date of the unique, or any, Service Order Form(s) ("SOF" or "SOFs") signed by Customer, with the specific initial Term of the Service Agreement as stated on each such Service Order Form. The term of the Service Agreement will automatically renew for successive one (1) year periods unless terminated in writing by Bandwidth.com or by Customer pursuant to the Termination Section of this Agreement at least forty (40) days prior to the expiration of the then existing Term of the Service Agreement. The initial Service Term for the, or any, specific Bandwidth.com Service(s) provided to Customer shall be at least one (1) year and up to three (3) years from the Service Commencement Date depending on the Service Term stated on the unique, or any, Service Order Form(s) signed by Customer. Upon expiration of a Service Term for a particular Service(s), the Service Term will automatically renew for successive one (1) year periods unless terminated in writing by Bandwidth.com or by Customer pursuant to the Termination Section of this Agreement at least forty (40) days prior

to the expiration of the then existing Service Term. When the Term of the Service Agreement expires or is terminated, existing Services continue in effect for the remainder of the Service Term(s) and will continue to be governed by the Agreement. In the event of automatic renewal, Bandwidth.com reserves the right to: (i) maintain the same prices and rates for the Service(s) as stated on affected Service Order Form, or (ii) Terminate the Service(s) as stated on affected Service Order Form.

7. Service Support. Bandwidth.com provides support for the Services as described at www.bandwidth.com/content/support, and a Service Level Agreement (“SLA”) as posted at www.bandwidth.com/content/legal. BANDWIDTH.COM DOES NOT SUPPORT CUSTOMER SERVICES BEYOND THE BANDWIDTH.COM POINT OF DEMARCATION, DEFINED AT WWW.BANDWIDTH.COM/CONTENT/SUPPORT.

8. CPE Maintenance, Support, and Repair. If Customer has rented Customer Premise Equipment (“CPE”) from Bandwidth.com, then Customer shall allow Bandwidth.com reasonable access to the CPE as required to provide Service ordered by Customer. Equipment provided for Service may be new or recertified. All CPE and CPE provider service purchased from Bandwidth.com is subject to the terms and conditions set forth in the Manufacturer’s or Publisher’s warranty, end-user license, or agreement applicable to such CPE or CPE provider service, with no warranty of any kind from Bandwidth.com. Customer shall reimburse Bandwidth.com, on a time and materials basis as documented in an invoice, for the entire cost to repair and/or replace CPE in the event of (a) misuse, (b) failure to exercise reasonable care, (c) altering original Bandwidth.com configuration, (d) damage, (e) theft, or (f) disaster. If Bandwidth.com CPE requires maintenance not caused by one of the events set out in the sentence above, Bandwidth.com or its agents shall either arrange to repair the CPE at Customer’s premises or ship an equivalent pre-configured replacement to Customer. If replacement CPE is shipped to Customer, Customer shall return the faulty CPE to Bandwidth.com within ten (10) days of receiving the replacement CPE or pay for such CPE. Customer will not receive compensation for downtime associated with CPE replacement or repair. In addition, if Customer has rented CPE, Customer shall return (at Customer’s own expense) Bandwidth.com CPE to Bandwidth.com within ten (10) days of termination. If this CPE is not returned in good working condition to Bandwidth.com Customer shall be invoiced and pay for this CPE. Should Customer terminate CPE rental prior to fulfillment of initial or renewal service term then Bandwidth.com may charge Customer a twenty percent (20%) restocking fee, as calculated according to the original purchase price of rented CPE.

9. CPE Purchase. All CPE and CPE Provider Service purchased from Bandwidth.com is subject to the terms and conditions set forth in the Manufacturer’s or Publisher’s warranty, End-User license or agreement applicable to such CPE or CPE Provider Service, with no warranty of any kind from Bandwidth.com. Should Customer receive purchased CPE that is damaged or dead on arrival, Customer must notify Bandwidth.com Customer Care within ten (10) days of receipt. Returns will only be accepted on brand new factory-packaged products within thirty (30) days of the date CPE was shipped. All products must be fully complete including all original manufacturer boxes with the UPC code and packing materials, all manuals, blank warranty cards, accessories and any other documentation included with the original shipment. Products returned in used or altered condition will not be accepted. After thirty (30) days from initial product ship date, all sales are final. Customer is responsible for shipping charges to the Bandwidth.com distribution center for all products being shipped for return or exchange. Customer is responsible for all risk of loss and damage to products being shipped for return or exchange. Should Customer desire to return or exchange purchased CPE, pursuant to the above conditions, then Customer must e-mail Customer Care at customercare@bandwidth.com to request a Return Materials Authorization (RMA). All returns and exchanges will incur a twenty percent (20%) restocking fee, as calculated according to the original purchase price. If the RMA is in response to CPE delivered dead on arrival or damaged, and said CPE is found to be operating within manufacturer specifications upon return, said CPE shall be subject to the restocking fee outlined above.

10. Charges for Service. The monthly recurring charge(s) (“MRC”) and any non-recurring charge(s) (“NRC”) for Service is as stated in each Service Order Form. Service charges are exclusive of applicable taxes, fees and surcharges, whether or not charged to Bandwidth.com, and including Universal Service Fund surcharges. At its sole discretion, Bandwidth.com may require a security deposit to continue the provisioning of Service. Bandwidth.com shall not increase pricing during the initial Term of a Customer order, but thereafter Bandwidth.com may increase pricing upon at least thirty (30) days’ written notice. All rates and charges are subject to change immediately in the event there are mandated fees, surcharges or other like charges imposed by any federal, state or governmental agency (“Regulatory Activity”). Notwithstanding the foregoing, in the event of any Regulatory Activity, Bandwidth.com reserves the right, at any time with as much advance written notice as reasonably possible and without liability, to: (i) pass through to Customer all, or a portion of, any charges or surcharges directly or indirectly related to such Regulatory Activity; (ii) modify the Service, rates (including any rate guarantees), promotions, terms and/or conditions of this Agreement in order to conform to such action; or (iii) if such Regulatory Activity materially and adversely impairs the provision of Service under the Agreement, as reasonably determined by Bandwidth.com, terminate the Agreement.

11. Billing and Payment. Bandwidth.com shall bill Customer for Service rendered at the rates stated in each Service Order Form. Invoices shall include all applicable federal, state, and local taxes; all such taxes, and all use, sales, commercial, gross receipts, privilege, surcharges, or other similar taxes, license fees, miscellaneous fees, and surcharges, whether or not charged to or against Bandwidth.com, Inc., shall be payable by the Customer. However, if Customer provides proof of its specific tax exempt status, Provider shall not charge applicable taxes due to such exemption. Customer shall supply Provider a valid and properly executed tax exemption certificate(s). In such cases the Customer remains responsible for, and agrees to pay, any and all remaining non-exempt charges; tax exemption status validation is solely the responsibility of the Customer and Provider will not be obligated to consider any retroactive tax exemption. Bandwidth.com shall commence billing for the monthly recurring charges and applicable call usage charges on the Service Activation Date. First and second month charges for the recurring Service(s) are billed upon Service Activation. Where applicable, service charges for the first partial month of service will be pro-rated and billed accordingly. Call usage charges are billed after the actual calls and usage has occurred. Payments are

due within fifteen (15) days of the invoice date. After fifteen (15) days of non-payment, all fees will accrue interest at a rate of one and one-half percent (1.5%) per month or any part thereof, or the highest rate allowed by applicable law, and Customer shall pay all collection costs incurred by Bandwidth.com (including, without limitation, reasonable attorney's fees). Some Customers installed prior to two-thousand-and-eight (2008) may be subject to payment terms whereby payments are due within thirty (30) days from the invoice date; Bandwidth.com reserves the right to amend said Customers to a fifteen (15) day payment term should they fail to make satisfactory payments pursuant to their current account payment terms. At any point beyond provided invoice due date, where Customer has failed to make satisfactory payment as so judged by Bandwidth.com, then Bandwidth.com may give Customer written notification, by email, that Customer has committed a material breach of the Agreement due to non-payment. Said notification will be provided five (5) business days prior to Service suspension or termination. Customer must pay all outstanding charges within said notice period to avoid suspension or termination of Service. If Service is terminated due to non-payment, then the Termination fees described in the Material Breach Section shall apply. In its sole discretion, Bandwidth.com may: (i) require a security deposit to continue the provisioning of Service(s) if Customer's approved level of credit is deemed insufficient; (ii) change payment terms, billing cycle, and/or Due Date; (iii) demand immediate payment by wire or other means and discontinue Service(s) without notice should Provider determine Customer's usage exceeds their approved level of credit; (iv) immediately block Customer's Service(s) if a Customer's pre-paid balance is depleted or is at a level that cannot cover Customer's estimated traffic during the time required for the Customer to replenish their prepaid balance, or if Customer refuses to make any requested payments. Bandwidth.com retains the right to bill, including any amended or corrected billing, for the Service(s) for a period of up to twelve (12) months, commencing from the date the billed Service(s) were provided to Customer. Bandwidth.com shall retain such billing rights for this twelve (12) month period notwithstanding any prior billing to Customer for the same period(s) and regardless of any otherwise conflicting billing conditions in this Agreement. Customer agrees that for the duration of this twelve (12) month period, Bandwidth.com shall not be deemed to have waived any rights with regard to billing for the provided Service(s) that are subject to this period, nor shall any legal or equitable doctrines apply, including estoppel or laches.

12. Billing Disputes. In the event Customer disputes any invoiced charges, Customer shall pay in full all charges invoiced by the Due Date and submit written notification, within thirty (30) calendar days of the date on the invoice in question, in the form of an email sent to customercare@bandwidth.com with "Notice of Billing Dispute" in the subject line of the email. Such email notification must include the Customer's contact information, the specific dollar amount in dispute, detailed supporting calculations and reasons for the dispute, and any supporting documentation if available. Bandwidth.com shall respond to Customer, in writing, within thirty (30) calendar days of receiving a dispute notification from Customer. Any dispute resolved in favor of Customer shall be credited as appropriate on the next available invoice. In the event that any disputed amounts are deemed to be correct as billed and in compliance with this Agreement, Customer shall be notified in writing that the charges have been deemed valid and legitimate, and the dispute will be considered resolved by both parties; in such cases, if there should be any amount due from Customer related to the dispute, then all such amounts shall be due and payable immediately. Provider reserves the right to deny or delay any and all billing disputes and/or credits if the Customer's account is in arrears or otherwise not in good standing.

13. Resumption of Service. If Customer requests that Service be restored after a suspension or termination, Bandwidth.com has the sole and absolute discretion to restore such Service and may condition restoration upon satisfaction of such conditions as Bandwidth.com determines is necessary for its protection, including requiring Customer to execute a new agreement, pay all past due amounts in full, pass Bandwidth.com's credit approval, and/or make advance payments. New nonrecurring charges also may apply to restored Service.

14. Additional charges (if applicable). In addition to the standard charges listed above and charges set forth on each SOF, the following charges, if applicable, will apply:

Local, Inbound and Long Distance ("LD") Minute Thresholds: Each Phonebooth OnDemand seat is subject to a monthly cap limiting the amount of inbound, Local outbound, Interstate LD, and Intrastate LD minutes to two-thousand five hundred (2,500) per seat. Any inbound or Local outbound minutes exceeding these caps will be billed at \$.012 per minute, and any Interstate or Intrastate LD minutes will be billed \$.019 per minute. This cap is a soft cap, meaning that its enforcement will not be automatic but will be at the discretion of Bandwidth.com should the Customer's usage exceed this usage cap, as averaged across all seats, in any given month.

International Call Termination Rates: International Call Termination means outbound calls destined for anywhere outside of the 48 contiguous United States: for the purposes of this Agreement, Canada is included in the LD Interstate Minute Threshold; Alaska and Hawaii shall be treated as International Call Termination. International outbound per minute rates are subject to change. Current international rates can be viewed at <http://www.bandwidth.com/content/legal>. The ability to complete international calls will depend upon the Dial Plan provided to the Customer; Dial Plan information may be obtained from your Bandwidth.com sales representative. Bandwidth.com reserves the right to block all or a number of high cost international routes.

Directory Assistance and Operator-Assisted Dialing: Bandwidth.com's Phonebooth OnDemand Service may provide Directory Assistance (i.e. 411) and traditional Operator Assisted Dialing. Specific per call or per minute of use rates may apply.

RBOC / Wireless Thresholds for Flat Rate Charges: All flat-rate per-minute rates (Interstate LD, Intrastate LD, Toll Free) assume at least 65% of calls terminate (or originate for Toll Free inbound) on either an RBOC or Wireless PSTN providers. If this threshold is not met, Bandwidth.com reserves the right to charge up to an additional \$.06 per minute on the number of minutes needed to meet this threshold.

Call Duration Thresholds: All per minute rates (Interstate LD, Intrastate LD, Local if applicable, U.S. Domestic Toll Free) assume at least 95% of calls terminating will be of a call duration of no less than six (6) seconds in length. If 5% or more of Customer's completed calls are equal to or less than six (6) seconds in length during any billing cycle then Bandwidth.com reserves the right to charge, and Customer shall pay, a \$0.03 charge per short duration call. This charge will be in addition to Customer's current rates.

Toll Free U.S. Domestic Origination Rates: U.S. Domestic originating Toll Free inbound calls are billed at the quoted flat, per-minute rate provided in Customer's applicable SOF. Toll Free service is only available to Toll Free DID's provided by or ported to Bandwidth.com's network.

Toll Free International Origination Rates: International originating Toll Free inbound calls are rated at the below flat per minute rate for calls originating from the following locations (Toll Free service is only available to Toll Free DID's provided by or ported to Bandwidth.com's network):

1.	Alaska	\$.45
2.	Canada	\$.08
3.	CNMI	\$.30
4.	Guam	\$.15
5.	Hawaii	\$.05
6.	Puerto Rico	\$.19
7.	USVI	\$.18

The per-minute rates for these locations are subject to change and can be viewed at <http://www.bandwidth.com/content/legal>.

Disconnect Charges: For any request to disconnect or port out a Bandwidth.com assigned TN, a non-recurring charge of \$5 per TN will be charged.

LNP Charges: For cancelled LNP request more than 48 hours before FOC, a non-recurring charge of \$6 per TN will be charged. For cancelled LNP requests within 48 hours of FOC, a non-recurring charge of \$75 per TN will be charged.

Payphone Surcharges: In the event the Customer receives any inbound calls originating from a Payphone, these calls will be subject to a charge per call. The charges are based on regulated FCC Payphone Compensation rules. These regulatory charges (approximately \$0.55 per call but subject to change) will be passed through directly to the Customer.

"Snapback" charges: For any request to reinstate, within 24 hours, a newly ported phone number to the original carrier, a non-recurring charge of \$300 per number will be assessed.

Additional Fees which may apply:

Service Reinstatement Fee: \$200.00 plus any charges imposed by underlying carrier(s)

Missed Appointment Fee: \$200.00

Rejected Credit Card/Unpaid Check: \$40.00 (or legal limit)

Relocation Charge: Relocation within same rate center is \$75.00; Relocation to new rate center is \$275.00

Upgrade Charge: Dependent on specific upgrade

Downgrade Charge: Dependent on specific upgrade

Inside Wiring: It will be the Customer's sole responsibility to provide any needed internal wiring or extensions (and required conduit, facilities, power, etc) for any CPE and phones/Phone Systems required to use the service.

15. Billing Increments. Billing increments are as set forth below.

Terminating Destination	Initial Billing Increment (Seconds)	Additional Billing Increment (Seconds)
US Domestic and Canada	6	6
International (excluding Mexico)	30	6
Mexico	60	60

16. Material Breach. Bandwidth.com or Customer may terminate this Agreement and the Service(s) provided hereunder in the event of a material breach that is not cured within thirty (30) days following the delivery of written notice specifying said breach, except in the case of serious material breaches, so judged by Bandwidth.com. Such notice from Customer must be in the form of an email sent to customercare@bandwidth.com, with "Notice of Material Breach" in the subject line of the email and Customer's contact information and detailed explanation, including supporting documentation if available, in the body of the email. Such notice from Bandwidth.com shall be in the form of an email to the Customer. In the event of an uncured material breach by Bandwidth.com, the Agreement and Service(s) shall be terminated without further liability to the Customer, however, in such cases Customer shall remain responsible for: (a) charges for Service(s) actually and properly received prior to the date of Breach notification, (b) one hundred percent (100%) of the current and past due balance at the time of termination, and (c) any non-recurring charges originally waived by Bandwidth.com. In the event of an uncured material breach by Customer, such as early termination of this Agreement, the following termination fees shall apply: (a) charges for Service(s) actually and properly received prior to the date of Breach notification, (b) the total of monthly minimum commitments for all components of the Service(s) for the remainder of the Service Order Term(s) and any additional early Termination fees included in any and all relevant Service Order Form(s), (c) one hundred percent (100%) of the current and past due balance at the time of termination, and (d) any non-recurring charges originally waived by Bandwidth.com.

17. Termination. Upon termination of the Service Agreement and/or the Service(s) not due to a material breach, Bandwidth.com will disconnect, or will cause to be disconnected, the Service(s) if notified by the Customer in writing via email to customercare@bandwidth.com with no less than forty calendar (40) days notice prior to termination of the Agreement and/or Service(s). In all such cases, Customer retains the sole responsibility for notifying Bandwidth.com of any and all requests for termination or disconnection of Service(s), including but not limited to the porting out of billable telephone numbers (also referred to as "DIDs"), whether port outs are known or unknown by Customer; and, Customer remains responsible for all billable charges related to terminated Service(s) until Bandwidth.com is notified in writing as specified. Any request by Customer for cancellation or termination at any time within the Service Agreement Term and/or Service Term set forth in this Agreement, including: prior to installation, or at any time prior to the Service Commencement or Activation Date, or in the case of early termination by Customer, will be considered a Material Breach by the Customer and shall be subject to the applicable Material Breach provisions as outlined in the Material Breach Section of this agreement. In the event Bandwidth.com determines, in its sole discretion, that Customer's ongoing use of Service(s) or the specific method or technology utilized by the Customer places Bandwidth.com's network, other customers, partners or the overall businesses of each in jeopardy, Bandwidth.com reserves the right to terminate Service(s) immediately without notification.

18. Limitation of Liability. IN NO EVENT SHALL BANDWIDTH.COM BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND ALL BUSINESS OR OPERATIONAL RELATED LOSSES) ARISING OUT OF OR RELATED TO THE SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, THE CPE, AND/OR ANY PRODUCTS OR SERVICE PROVIDED BY THIRD PARTIES UNDER THIS AGREEMENT. IN THE EVENT OF ANY LIABILITY CONNECTED WITH THIS AGREEMENT, BANDWIDTH.COM'S MAXIMUM LIABILITY UNDER THIS AGREEMENT IS LIMITED TO SERVICE CREDITS NOT TO EXCEED THE FEES PAID TO BANDWIDTH.COM BY CUSTOMER FOR THE SERVICE PROVIDED.

19. Indemnity. Customer shall indemnify and hold harmless Bandwidth.com, its Officers, Employees, Agents, and Affiliates from and against any and all alleged or actual losses, costs, claims, liability of any kind, damages (including to any tangible property or bodily injury to or death of any person), or expense of whatever nature, (including reasonable attorneys' fees) to or by any third party, relating to or arising from (a) the use of the Service provided to Customer, whether or not Customer has knowledge of or has authorized access for such use, (b) any damage to or destruction of CPE not caused by Bandwidth.com or its agents, and (c) any material breach of this Agreement by Customer. Customer has the sole and exclusive responsibility for the installation, configuration, security, and integrity of all Customer systems, equipment, software, and networks (the "Customer Equipment") used in conjunction with or related to the Service(s) provided by Bandwidth.com. Customer therefore shall indemnify and hold harmless Bandwidth.com from and against any actual or alleged losses, costs, claims, liability of any kind, damages, or expenses or fees (including reasonable attorneys' fees) on the part of or which may be incurred by Customer or a third-party relating to or arising from the use or operation of the Customer Equipment. Customer's indemnification in this subsection includes any alleged or actual losses or claims in connection with unauthorized access to or use of the Service(s) by any third-party through Customer Equipment, regardless if such unauthorized access is unintentional, accidental, intentional or by fraud and regardless of whether Customer had knowledge of such unauthorized access. In all such cases of unauthorized access Customer agrees that it retain full and sole responsibility for any and all charges for the Service(s) provided by Bandwidth.com. In the event Bandwidth.com grants Customer access, either by online access, by application programming interface (API), or access by any other means, to a service ordering/management system and other related electronic tools (collectively, the "Electronic Tools"), Customer agrees that it is fully and exclusively responsible for all information accuracy, charges, costs, transactions, and activities conducted through such Electronic Tools. Customer agrees that it is fully and exclusively responsible to safeguard, monitor, manage, and maintain access to the Electronic Tools, and to only allow authorized use of the Electronic Tools to persons that Customer designates. Customer therefore agrees that it shall indemnify and hold harmless Bandwidth.com from and against any actual or alleged losses, costs, claims, liability of any kind, damages, or expenses or fees (including reasonable attorneys' fees) on the part of or which may be incurred by Customer, or a third-party, relating to or arising from the use or operation of the Electronic Tools. Customer's indemnification in this subsection includes any alleged or actual losses or claims in connection with unauthorized access to, use, transactions, or activity conducted through the Electronic Tools, regardless if such unauthorized access is unintentional, accidental, intentional, or by fraud, and regardless of whether Customer had knowledge of such unauthorized access. In all such cases of unauthorized access Customer agrees that it retains full and sole responsibility for any and all charges for the Service(s) provided by Bandwidth.com.

20. No Warranties and Customer Assumption of Risk. BANDWIDTH.COM MAKES NO WARRANTIES, EXPRESS OR IMPLIED, FOR THE BANDWIDTH.COM SERVICE (INCLUDING BANDWIDTH.COM CPE) PROVIDED UNDER THIS AGREEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BANDWIDTH.COM DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE SERVICE WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES. BANDWIDTH.COM EXERCISES NO CONTROL OVER, AND HEREBY DISCLAIMS ANY RESPONSIBILITY FOR, THE ACCURACY AND QUALITY OF ANY INFORMATION TRANSMITTED WITH THE USE OF THE SERVICE. CUSTOMER HEREBY EXPRESSLY ASSUMES THE RISK OF ITS OR ITS CUSTOMERS' USE OF ANY INFORMATION TRANSMITTED VIA THE SERVICE.

21. Business Use, Certifications, and Disclosure of 911 Emergency Services Limitations. BY SIGNING THE SERVICE ORDER FORM FOR PHONEBOOTH ONDEMAND SERVICES, CUSTOMER CERTIFIES THAT THEY HAVE REVIEWED AND UNDERSTAND THE PHONEBOOTH ONDEMAND BUSINESS USE, CERTIFICATIONS, AND DISCLOSURE OF 911 EMERGENCY SERVICES LIMITATIONS POSTED AT: <http://www.bandwidth.com/assets/pdf/legal/phonebooth/PBODBUCD0911.pdf>, INCLUDING BUSINESS USE RESTRICTIONS AND THE KEY DIFFERENCES BETWEEN PHONEBOOTH ONDEMAND 911 SERVICE AND TRADITIONAL TELEPHONE SERVICE; AND WHICH IS HEREBY INCORPORATED IN THIS AGREEMENT BY REFERENCE AS IF FULLY REWRITTEN HEREIN.

22. Acceptable Use Policy. All use of Service(s) must comply with Bandwidth.com's Acceptable Use Policy ("AUP"), which is posted at www.bandwidth.com/content/legal, and is incorporated herein by reference. By accepting Bandwidth.com Service, Customer agrees to comply with this AUP and any subsequent modifications thereto. Bandwidth.com reserves the right to modify this AUP from time to time, effective upon posting of the AUP as modified at the URL shown above. Violation of the AUP shall be considered a material breach of this Agreement.

23. Service Moves. Bandwidth.com Phonebooth OnDemand Service requires a contracted Service Address. Bandwidth.com Phonebooth OnDemand Services may not be moved from a contracted Service Address and/or Registered Address without written notification from the Customer to Bandwidth.com. Should Customer fail to notify Bandwidth.com of a Service move then Bandwidth.com, at its sole discretion, may immediately suspend Customer Service(s) until such time as a Customer move order is accepted and completed. Customer accepts that failure to properly notify Bandwidth.com of an intended Service move may result in Customer Service being E911/911 non-compliant. Customer understands that said failure may cause incorrect routing of Emergency Services and any consequences of such rests solely with the Customer. Additionally, Customer understands that continuation of existing ELS DID(s) may be restricted by the location of the moved service. Service moves may require a new SOF(s) and Service Term, and may not be used as grounds for early termination without penalty by Customer.

24. Resale Prohibition. The Service provided shall be for Customer use only with no authorization for the Customer to resale service to others. Customer agrees to comply with said prohibition and understands should Customer fail to adhere to this provision Bandwidth.com shall immediately terminate Customer service. Additionally, Bandwidth.com shall find Customer in breach of contract with full termination penalties due as outlined in this agreement. Customer will also be liable for any additional charges and damages which may be incurred as a result of unauthorized resale.

25. Third Party Beneficiaries. The Parties do not intend by the execution, delivery, or performance of this Agreement to confer any benefit, direct or incidental, upon any person or entity not a party to this Agreement.

26. Dispute Resolution Process and Applicable Law.

(a) It is the mutual desire of the parties to promptly and fully resolve any dispute arising in connection with this Agreement in good faith, confidentially, and informally with minimal transaction costs and no public statement may be made by any party regarding any such dispute. If either party determines that the dispute cannot be resolved informally, then such party shall initiate an escalation process by giving written notice ("Escalation Notice") to the other party. Each party shall name one executive as its representative, to be a person knowledgeable of the subject matter in dispute and someone with authority to discuss the dispute (hereinafter the "Officers"). The Officers shall meet in person or by conference call, together with any persons assisting them, within fifteen (15) days after delivery of the Escalation Notice. All negotiations conducted by the Officers are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and any state rules of evidence. The Officers shall conduct such additional meetings as they deem necessary to exchange relevant information, will appoint staff to engage in resolution of any disputed facts, and will attempt to resolve the dispute. Should the Officers be unable to resolve the dispute within such fifteen (15) days, or within such additional time as the parties may otherwise agree to in writing, either party may demand mediation, whereupon the parties shall, in good faith, mediate the dispute no later than thirty (30) days after such demand through the services of a mutually selected mediator, the cost of whom shall be borne equally by the parties, at a date and location selected by the mediator after consultation with the parties. If the dispute is not resolved after applying the escalation procedures set forth above, the parties agree to waive any right to trial by jury in any judicial proceeding arising under or related to the subject matter of this Agreement, and agree to submit all controversies, claims and matters of difference to arbitration according to the commercial rules and practices of the American Arbitration Association ("AAA"). Arbitration hereunder shall occur within sixty (60) days of the date of submission before a single neutral arbitrator having significant experience in the subject matter of this Agreement and who

will selected in accordance with AAA rules. Arbitration proceedings shall take place in Wake County, North Carolina. Discovery shall be permitted, including the use of interrogatories, requests for admission and production of documents and depositions. If the amount claimed to be in dispute is less than \$500,000 all applicable expedited procedures of the AAA shall apply. The arbitrator's fees and costs of the arbitration shall be borne by the party against whom the award is rendered, except that if the arbitrator issues a split decision, granting partial relief to both parties, the arbitrator shall equitably allocate the arbitrator's fees and other costs. Each party shall pay its attorney's fees related to any dispute related to this Agreement. The arbitration award shall be final and binding on both parties of this Agreement, shall not be subject to any appeal and shall be enforceable in any court of competent jurisdiction.

(b)This Agreement shall be governed by, construed under and enforced in accordance with the laws of the State of North Carolina without reference to its choice of law principles. In the event any party brings a civil action or initiates judicial proceedings of any kind related to this Agreement (except for actions to enter or collect on judgments), the parties consent to the exclusive personal jurisdiction and venue of the courts in Wake County, North Carolina.

27. Notices. Any notice(s) as set forth in this Agreement shall be sent to Customer's primary contact of record as provided by Customer to Bandwidth.com. Notice shall be deemed to be delivered when sent via one or any combination of the following: email address(s) of record, facsimile number of record, and/or, appropriate expedited delivery to the physical address of record.

28. Miscellaneous. Customer acknowledges and understands that Customer is to receive the Service detailed in this Agreement, and the Customer is not relying on any affirmation of fact, promise or description from any person or entity, nor any other oral or written representation other than what is contained in this Agreement. Handwritten alterations or additions to this Agreement made by Customer will not be considered part of this Agreement. This Agreement may only be modified, or any rights under it waived, by a separate written document executed by both parties. This Agreement shall be governed by, construed under, and enforced in accordance with, the laws of the State of North Carolina without reference to its choice of law principles. For any action or suit to enforce any right or remedy of this Agreement, (except for actions to enter or collect on judgments) the parties consent to exclusive jurisdiction and venue in the courts for Wake County, North Carolina and the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees. In the event of a conflict between this Agreement and any applicable tariff, the tariff shall prevail. Customer may not assign this Agreement without Bandwidth.com's prior written consent. This Agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors, and permitted assigns. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby. Customer signatory certifies that (s)he is an officer or certified representative of the Customer, and as such is authorized to enter into this binding Agreement. In the event any specified time frame or deadline denotes calendar days, it is agreed that when the last date of required action or response falls on a weekend or holiday, the action and/or deadline shall automatically extend to the next business day. Agreement headings are provided for reference purposes only.

THIS AGREEMENT, TOGETHER WITH ANY ATTACHMENTS, INCLUDING ANY SCHEDULES, ADDENDUMS, PRICE LISTS, SERVICE ORDERS, TERMS AND CONDITIONS, SERVICE LEVEL AGREEMENTS, AND ACCEPTABLE USE POLICIES, WHICH MAY BE POSTED AT: WWW.BANDWIDTH.COM/CONTENT/LEGAL (AND SPECIFICALLY INCLUDING <http://www.bandwidth.com/assets/pdf/legal/phonebooth/PBODBUCDo911.pdf>), AND WHICH ARE INCORPORATED HEREIN BY REFERENCE, CONSTITUTE THE ENTIRE UNDERSTANDING BETWEEN THE CUSTOMER AND BANDWIDTH.COM, INC, WITH RESPECT TO THE SERVICE(S) PROVIDED HEREIN. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT CUSTOMER IS NOT RELYING ON ANY AFFIRMATION OF FACT, PROMISE OR DESCRIPTION FROM ANY PERSON OR ENTITY, NOR ANY OTHER ORAL OR WRITTEN REPRESENTATION OTHER THAN WHAT IS CONTAINED IN THIS AGREEMENT AND ANY INCORPORATED DOCUMENTS.